

RECORDATION REQUESTED BY:

✓ NEVADA BANKING COMPANY
229 KINGSBURY GRADE
P.O. BOX 5700
STATELINE, NV 89449

WHEN RECORDED MAIL TO:

NEVADA BANKING COMPANY
229 KINGSBURY GRADE
P.O. BOX 5700
STATELINE, NV 89449

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 1, 1993, BETWEEN JOE KOWALCHUK, a widower, Subject to Declaration of Homestead Recorded in Book 56, Page 291, Document No. 39686 (referred to below as "Grantor"), whose address is P.O. BOX 2125, STATELINE, NV 89449; and NEVADA BANKING COMPANY (referred to below as "Lender"), whose address is 229 KINGSBURY GRADE, P.O. BOX 5700, STATELINE, NV 89449.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated May 30, 1991 (the "Deed of Trust") recorded in DOUGLAS County, State of Nevada as follows:

Deed of Trust recorded June 6, 1991 in Book 691, at Page 662, as Document No. 252196, of Official Records of Douglas County.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in DOUGLAS County, State of Nevada:

Lot 10, Block D, as shown on the Map of KINGSBURY MEADOWS SUBDIVISION, filed in the office of the County Recorder of Douglas County, State of Nevada, July 5, 1955, Document No. 10542.

The Real Property or its address is commonly known as 167 MEADOW LANE, STATELINE, NV 89449. The Real Property tax identification number is 07-214-10.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

The above described Deed of Trust is hereby modified to secure a Promissory Note in the amount of \$25,000.00 dated June 1, 1993 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. Said Note is a renewal of the original Promissory Note dated May 30, 1991, in the amount of \$25,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Joe Kowalchuk
JOE KOWALCHUK

LENDER:

NEVADA BANKING COMPANY
By: Michael Horvath
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA)
) 88
COUNTY OF DOUGLAS)

On this day before me, the undersigned Notary Public, personally appeared JOE KOWALCHUK, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this SECOND day of JUNE, 19 93.
By Michael Horvath Residing at Douglas County, Nevada
Notary Public in and for the State of NEVADA My commission expires March 13, 1995



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LENDER ACKNOWLEDGMENT

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

On this 2nd day of June, 1993, before me, the undersigned Notary Public, personally appeared Michael Horvath and known to me to be the Loan Service Representative, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Melba Haralson *Melba Haralson* Residing at Douglas County, Nevada
Notary Public in and for the State of Nevada My commission expires August 16, 1993

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Nevada Banking Co
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER

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\$6⁰⁰ PAID *Bh* DEPUTY

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